

**REQUEST FOR PROPOSALS FOR THE  
UPDATE PROGRAM TO MAINTAIN EQUITABLE PERSONAL  
PROPERTY ASSESSMENTS FOR FISCAL YEAR 2017 WITHIN THE  
TOWN OF AVON, MASSACHUSETTS**

The Town of Avon, Massachusetts is undertaking a program to update all personal property for fiscal year 2017 pursuant to the General Laws of the Commonwealth of Massachusetts. Contractors interested in providing the services described above and further defined in the attached specifications are invited to deliver one copy each separate price and non-price proposals to the Assessors Office, Town Hall, 65 East Main Street, Avon, Massachusetts 02322 no later than 11/6/2015 at 1:00 p.m. The Board of Assessors reserves the right to amend this proposal for the Revaluation Program for all personal property assessments at any time prior to the deadline for submission of proposals. The Town is licensed to utilize the *Appraisal Vision*® CAMA Software Version V-6.5 of Vision Government Solutions of Northborough, Massachusetts. All data entry must be done off-site and transferred to the in-house computer system. The system must be fully loaded with all assessment data before the reappraisal is completed. Conversion to the CAMA system must be completed no later than July 1, 2016. Any conversion is solely the Contractor's responsibility. All data entry will be the responsibility of the Contractor.

The licensing fee for the oracle database is approximately \$15,000. Contractors should include this fee in site proposal.

All proposals shall be sealed, addressed to the Assessors and marked:

Town of Avon, Massachusetts – Personal Property Reassessment Program (Price Proposal)  
Town of Avon, Massachusetts – Personal Property Reassessment Program (Non-Price Proposal)

All information pertaining to the Contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals in order to be considered responsive. Any proposal which does not respond to each issue in the Request for Proposals shall be rejected by the Assessors as non-responsive. The award of this contract will be made by the Avon Board of Assessors.

The Board of Assessors reserves the right to amend this proposal for an Update Program for Equitable Assessments and related services at any time prior to the deadline for submission of proposals and to reject any or all proposals received if they determine it to be in the best interests of the Community. The Town is licensed to utilize the *Appraisal Vision*® CAMA Software Version V-6.5 of Vision Government Solutions of Northborough, Massachusetts. The proposal must include software and training. The system must be fully loaded with all assessment data before the revaluation update is completed. The software must provide an interchange file to move data to the Town's current billing and collection system. Any conversion or software upgrade cost must be specified in your proposal. Any conversion is solely the Contractor's

responsibility. All data entry will be the responsibility of the Contractor. In addition to addressing each of the items in the specifications, the Contractor must submit, as part of its proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least sixty (60) Calendar Days from the deadline for the submission of proposals.
2. A list of Massachusetts Municipalities for which the Contractor has completed Personal Property Revaluation/Update Programs.
3. A list of the Personal Property Revaluation/Update Contracts for which the Contractor is currently committed.
4. Written assurances that the Personal Property Revaluation/Update will meet Department of Revenue Certification Requirements and address all recommendations from the community's FY2014 certification.

Proposals will be evaluated by an evaluation team appointed by the Assessors using comparative criteria set forth as follows:

1. Contractor experience with other Personal Property Revaluation Programs in Massachusetts using the latest version of *Appraisal Vision*® software:

**Unacceptable:** No experience in Massachusetts.

**Not Advantageous:** One successful Personal Property Revaluation in Massachusetts.

**Advantageous:** Five successful Personal Property Revaluations in Massachusetts.

**Highly Advantageous:** Ten or more successful Personal Property Revaluations in Massachusetts.

2. Qualifications and experience of Staff to be assigned to this particular project.

**Unacceptable:** No Personal Property Appraisal experience.

**Not Advantageous:** Personal Property Appraisal experience of some of the Staff.

**Advantageous:** Personal Property Appraisal experience of all of the Staff.

**Highly Advantageous:** Personal Property Appraisal experience of the Staff as a Project Supervisor.

3. Contractor financial stability:

**Unacceptable:** Proposer insolvent.

**Not Advantageous:** Proposer's circumstances suggest financial stability.

**Advantageous:** Proposer appears to be financially stable.

**Highly Advantageous:** Proposer appears to have long-term financial stability.

4. Level of satisfaction with Contractor's performance on other Massachusetts Cities and Citys for which Contractor has performed a Personal Property Revaluation/Update.

**Unacceptable:** More than one community reporting difficulty with Contractor performance.

**Not Advantageous:** One community reporting difficulty with Contractor performance.

**Advantageous:** No communities reporting difficulty with Contractor performance and at least one community reporting high satisfaction.

**Highly Advantageous:** More than five Communities reporting high satisfaction and no communities reporting poor performance.

5. Method for determination of best price.

The best price shall be the lowest price from a bidder who meets the minimum criteria of the specification and provides the highest level of performance in Questions 1 through 4 under Evaluation Criteria.

6. Project Timetable:

Any proposal which cannot meet a August 30, 2016, Completion Date will be rejected.

The Town of Avon Board of Assessors reserve the right to reject any or all proposals received if they determine it to be in the best interests of the Municipality

## **STATEMENT OF SERVICES FOR A PERSONAL PROPERTY VALUATION UPDATE PROGRAM**

### **1. PROFILE OF AVON**

Avon is located in Norfolk County, Massachusetts and contains approximately the following number of parcels (FY2016):

<u>PROP.TYPE</u>	<u>ACCT/PARCEL COUNT</u>
501	93
502	178
503	0
504	3
505	5
506	1
508	4

### **2. SCOPE OF PROJECT:**

- 2.1 Subject to the terms and conditions of this Statement of Services, the Contractor will value the types of personal property identified in Section 1 in compliance with the General Laws of the Commonwealth of Massachusetts.
- 2.2 The Contractor will determine the full and fair cash value of all personal property so described and its usage classification as defined in Chapter 59 of the General Laws of the Commonwealth of Massachusetts.
- 2.3 The valuation and use of all property so described shall be determined as of January 1, for each year.

### **3. RESPONSIBILITIES OF THE PARTIES:**

- 3.1 **Board of Assessors:** Throughout the project, the Board of Assessors will receive periodic reports from the Contractor that will review and evaluate the progress of the project and the Board will promptly notify the Contractor as to whether the work performed is satisfactory and timely.
- 3.2 The MUNICIPALITY shall provide the following data on or before June 1, unless otherwise specified.

- 3.2.1 The MUNICIPALITY shall provide "parcel identification data" for each parcel, which shall consist of the owner's name(s), mailing address, property address, property classification, and current to the most recent tax billing date.
- 3.2.2 The MUNICIPALITY shall continuously and currently update the information referred to in this section to January 1.
- 3.2.3 The MUNICIPALITY shall continuously and currently provide copies of all Forms of Lists received to it occurring from January 1, and ending March 1. Forms of Lists provided must be on forms approved by the Massachusetts Department of Revenue.
- 3.2.4 The MUNICIPALITY shall make available to the Contractor existing property records, or copies thereof. The Contractor shall be responsible for the safekeeping of the records while in its possession. If the MUNICIPALITY is in need of any such record while it is in the possession of the Contractor, the Contractor shall provide it to the MUNICIPALITY upon request as soon as possible without causing undue disruption to the work schedule of the Contractor.
- 3.2.5 The MUNICIPALITY shall further assist the Contractor by providing or making available such other information which it possesses or which is conveniently available to it, including, but not limited to, general assessment records and magnetic tapes and tape format/layouts containing pertinent information and data.

The MUNICIPALITY shall be required to provide such materials and data in original or duplicated form at the MUNICIPALITY's option, but in no event shall the MUNICIPALITY be required to provide such which is not reasonably available to it. The Contractor presents that it is aware of the resources of the MUNICIPALITY and its limitations and, therefore, will require only that additional material and data which is currently available to the MUNICIPALITY or which may come into its possession from time to time through the normal course of events.

- 3.3 **The Contractor:** The Contractor will be responsible for fulfilling all requirements stated in this Statement of Services in a timely fashion and in a professional and satisfactory manner.

#### 4. **PROJECT REQUIREMENTS:**

##### 4.1 Project Timetable & Work plan:

	<b><u>FROM</u></b>	<b><u>TO</u></b>
Project commencement	12/07/2015	
Discovery and Update Field Work	12/07/2015	3/01/2016
Determination of FY2017 Active Accounts	03/01/2016	5/15/2016
Valuation Testing and Valuation	03/01/2016	6/15/2016
Assessors review	07/01/2016	7/31/2016
Department of Revenue preliminary review for certification	08/01/2016	8/31/2016
Final work products delivered for review		9/01/2016

**Revaluation Update Project completion.** 09/01/2016

##### 4.2 Public Relations:

4.2.1 The Assessors and the Contractor will cooperate in maintaining good public relations throughout the period of this project. The Contractor will coordinate all activities necessary to promote public understanding, awareness and cooperation in conjunction with the entire project.

##### 4.3 Local Staff Training:

4.3.1 Training for the Assessors and staff will consist of on-the-job training.

4.3.2 On-the-job training will include, but not be limited to, the Assessors and office staff working in the appropriate phases of this project under the Contractor's supervision.

##### 4.4 Discovery and Update Field Work and Determination of Active Accounts:

4.4.1 The Contractor will identify each parcel in accordance with the applicable Department of Revenue's "Guidelines for Classification of Property According to Use, Property Type Classification Codes".

4.4.2 The Contractor shall field visit and update all accounts have not been visited since 2010, and that have not submitted a "Forms of List" for at least three fiscal years. (currently 108 properties)

4.4.3 The Contractor will give the Assessors a list of all accounts no longer active to be deleted for FY2017 and should not receive preliminary (Quarterly bills 1 & 2), and all new accounts for 2017 and projected value so accounts can receive preliminary (Quarterly bills 1 & 2) tax bills.

4.5 **Valuation Testing:** Manual or computer assisted valuation testing for all types of property will take place subsequent to sales verification. All valuation testing must be reviewed and approved by the Assessors before commencement of the valuation production.

4.6 Valuation:

4.6.1 The Contractor will compute, to the nearest Ten Dollars (\$10.00), the value of all properties within the scope of this Statement of Services.

4.7 **Preliminary Certification Review:** The Commissioner of Revenue must conduct a certification review to determine whether the new values resulting from this project represent full and fair cash value. As a condition of successful project completion, Contractor's work product will meet all certification requirements of the Commissioner.

4.8 Certification of Values:

4.8.1 As a condition of successful project completion, the Contractor's work product will meet all certification requirements of the Commissioner.

4.9 **Defense of Values:** The Contractor will provide expert witnesses to represent the MUNICIPALITY at all appeals to any court, the appellate tax board or otherwise, of valuations and/or classifications resulting from this project. The expert witnesses will have performed a visual review of the property. The Contractor will furnish these services, including comprehensive written appraisal reports if required, for a per diem rate of \_\_\_\_\_.

5. **CONTRACTOR PROJECT STAFFING:**

5.1 The Contractor will be responsible for the supervision of all phases of work in this project. The Contractor will employ the following organizational structure to manage this project.

5.2 Organizational Structure:

<u>NAME</u>	<u>PROJECT TITLE &amp; RESPONSIBILITIES</u>
	Project Director
	Personal Property Appraiser

5.3 **Man days This Project:** The Contractor shall perform the valuation update in the project time frame listed in Section 4, utilizing the above staffing to achieve satisfactory results.

5.4 Resumes of each individual set forth in the organizational chart shall be provided to the Assessors as an exhibit hereto, which include prior work experience: dates, positions, responsibilities for each employer; education and professional affiliations for each individual. All personnel meet the qualifications required by the Commissioner of Revenue in 830 C.M.R.59.1A.1(3).

- 5.5 Any proposed changes in the project staffing plan submitted as part of the proposal will be submitted to the Assessors, in writing, for review and approval. The Assessors shall notify the Contractor of the acceptance or rejection of any staff substitutions within fifteen (15) business days of the receipt of the proposed changes. The Assessors shall reserve the right to make the final determination regarding the acceptability of proposed personnel changes.

**6. DELIVERABLE PRODUCTS:**

All documents, reports, records, data or other material in whatever form, manual or mechanized, obtained or produced during the performance of this project shall be the sole property of the MUNICIPALITY and shall be delivered during an appropriated phase of or at the conclusion of the project, as required by the Assessors. The documents, reports, records, data and other materials shall include, without limitation, the following deliverable products:

- 6.1 Documentation of procedures used throughout the project.
- 6.2 All training materials and manuals used in any phase of the project.
- 6.3 The data collection and valuation manual which will enable the MUNICIPALITY to maintain and update its values.
- 6.4 The depreciation schedule and source of information used for its development.
- 6.5 A property inventory record for each parcel.
- 6.6 All manual and computerized reports which support values and valuation formulas.
- 6.7 Appropriate mechanized file of all properties, their identification, inventory of improvements, all computer-generated valuation and technical documentation describing the organization of data files and record format. This is necessary for user understanding.

At the conclusion of this project, the Contractor shall provide the MUNICIPALITY with a computerized list of all owners of record and new values to be utilized by the MUNICIPALITY for public disclosure.

**7. PAYMENT SCHEDULE AND PENALTY:**

- 7.1 Payments shall be made to the Contractor monthly, based on the portion of work completed and delivered to the Assessors during the preceding month. No payments will be made until the work is approved by the Assessors. The Assessors will review each monthly invoice and, within twenty (20) business days of its receipt, either approve it for payment as follows or return it to the Contractor with a written statement of reasons for its rejection. All monthly progress reports and work completed forms are subject to the review of the Massachusetts Department of Revenue for certification purposes.

- 7.2 Upon the Assessors' determination that the work performed for the preceding month has been satisfactorily completed according to the work plan and time schedules, a percentage payment representing ninety percent (90%) of the amount billed for that month shall be paid to the Contractor.
- 7.3 If the Assessor determines that the Contractor's invoice is inaccurate, the Assessor shall give written notice as stated above, specifying exactly what is unsatisfactory by item, and the Contractor shall make every reasonable attempt to correct the inaccuracy. The Assessor shall retain the right to delay payment, only for the specified item, until said item is resolved to the satisfaction of both the Assessor and the Contractor. Upon satisfactory resolution, the Assessor shall pay the Contractor said amount due, less ten percent (10%).
- 7.4 The remaining ten percent (10%) will be paid to the Contractor within sixty (60) calendar days following the satisfactory completion of all terms of the agreement, with the exception of Defense of Values.
- 7.5 **Additional Retainage:** If the Assessor determines that, due to the fault of the Contractor, the project is not progressing satisfactorily, an additional forty percent (40%) of the specified item as defined in 7.3 above can be retained. If the problem is rectified within thirty (30) calendar days to the satisfaction of the Assessor, the forty percent (40%) will be paid at this time.

If the problem is not rectified within the stated thirty (30) day period, the Assessor will determine whether the forty percent (40%) will be retained until the satisfactory completion of all terms of this agreement.

## **8. PROJECT COST ESTIMATION:**

- 8.1 The following schedule will be used to itemize project cost. Additional entries may be made where appropriate. Also, the intended use of a subcontractor for any or all work to be performed within the scope of this project must be stated separately.
- 8.2 Planning/organization: project set-up, public relations, staff training
- 8.3 Conversion of CAMA (Optional if using another system):
- 8.4 Personal Property analysis and valuation:
- 8.5 Certification:
- 8.6 Project finalization and documentation:
- 8.7 **Total project cost for Fiscal Year 2017 Update:** \$

Per account cost for the Personal Property Appraisal Update and in excess of those listed in Section 1:

Personal Property Accounts \$

## 9. PERFORMANCE BOND

Contractor will furnish a bond in the sum of the full amount of this agreement with a surety company satisfactory to the MUNICIPALITY. The bond will be delivered upon receipt of the Municipality's requirements to begin the project as defined in Section 3 herein. This bond shall remain in effect until the MUNICIPALITY accepts, in writing, those items detailed herein, or the expiration of 60 calendar days from the delivery of such items without written notice of obligation being sent by the MUNICIPALITY to Contractor.

**10. MANDATORY CONTRACTUAL REQUIREMENTS:**

The following constitutes the Contractor's legal obligations and conditions with which it will comply.

- 10.1 **General Laws:** The Contractor affirms that it will conduct this project in compliance with the General Laws of the Commonwealth of Massachusetts relating to property assessment administration. Therefore, the Contractor will have a complete understanding of these laws and be cognizant of the role of the Massachusetts Department of Revenue in administering and enforcing these laws.
- 10.2 **General Laws Compliance:** The Contractor will comply with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws, those against discrimination, and existing or adopted in the future which are applicable to the Contractor's obligations pursuant to this project.

The Contractor and any of its subcontractors, agents and/or employees shall obtain all required permits, franchises, approvals, licenses and/or certificates necessary to perform its obligations under this Statement of Services.

- 10.3 **Identification:** All Contractor field personnel shall carry suitable I.D. Cards which shall include an up-to-date photograph, supplied by the Contractor and signed by the Assessor. This card will be surrendered to the Assessor upon termination of the employee or completion of the project.
- 10.4 **Prime Contractor Responsibility:** The Assessor has single point responsibility for the entire project. Subcontractors may be used but the Contractor will accept full responsibility for the subcontractor's performance. The Contractor will not subcontract any of its work or part thereof without prior written approval of the Assessor.

10.5 **Assignment:** The Contractor will not assign or in any way transfer any interest in this agreement without the prior written consent of the Assessor; provided, however, that claims for money due to the Contractor from the MUNICIPALITY hereunder may be assigned to a bank, trust company or other financial institution without such consent.

10.6 **Inspection, Monitoring and Evaluation:** To ensure compliance with this agreement, the Assessors shall have the right to enter the Contractor's premises during normal business hours to inspect, monitor or otherwise evaluate the work performed or being performed therein.

10.7 Ownership and Confidentiality of Information:

10.7.1 All information acquired by the Contractor from the MUNICIPALITY, or from others at the expense of the MUNICIPALITY, in the performance of this agreement shall be and remain the property of the MUNICIPALITY. This includes all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the Contractor in the performance of this agreement.

10.7.2 The Contractor recognizes that, in the performance of this agreement, it may obtain or have access to confidential information, including information subject to restrictions on its disclosure pursuant to Massachusetts General Laws Chapter 59, Section 52B, and agrees to comply with all laws and any regulations, rules and guidelines promulgated thereunder regarding access to, and disclosure of such information. The Contractor further agrees that it will inform each of its employees having any involvement with confidential information of the laws, regulations, rules and guidelines relating to confidentiality and will, at the request of the Assessor, have each employee with access to such information sign a statement that they are aware of and will abide by all such laws, regulations, rules and guidelines.

10.7.3 The Contractor agrees that it will use this information only as required in this performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy nor reproduce the same in any form, except pursuant to the sole written instructions of the Assessors. The Contractor further agrees to return said information to the MUNICIPALITY promptly at its request in whatever form it is maintained by the Contractor.

10.7.4 The Contractor agrees to take reasonable steps to ensure the confidentiality and security of this information in its possession or under its control.

10.7.5 In the event of the Contractor's failure to conform to the requirements set forth above, the MUNICIPALITY may terminate this agreement upon thirty (30) days written notice, unless within such thirty day (30) period, the failure to conform is cured.

- 10.8 **Indemnification:** The Contractor agrees to indemnify and hold harmless the MUNICIPALITY against claims for bodily injury, death and property damage which arises in the course of the Contractor's performance of this project with respect to which the MUNICIPALITY is free from negligence on the part of itself, its employees and agents.
- 10.9 **Insurance Requirements:** The Contractor will, at its own expense, maintain and keep in force all insurance required by law for its employees; including Disability, Workman's Compensation, Unemployment and Public Liability Insurance, at least as hereinafter set forth so as to protect it and the MUNICIPALITY from claims for personal injury and property damage for the entire pendency of the project.
- 10.9.1 Comprehensive General and Public Liability Insurance Policy with the limits of: Bodily Injury and Property Damage: One Million Dollars (\$1,000,000.00) per occurrence per claim; Personal Injury: One Million Dollars (\$1,000,000.00); and an Umbrella, including Automobile Insurance: Three Million Dollars (\$3,000,000.00) per occurrence per claim.
- 10.9.2 All the insurance will be issued by an insurer licensed and authorized to do business in Massachusetts. The Contractor shall maintain insurance satisfactory to the MUNICIPALITY covering any and all property damage or bodily harm which may be suffered by reason of negligence of the Contractor, its employees or agents during the execution of the project. The said certificate of insurance shall be submitted to the Assessor within fourteen (14) days of the signing of the agreement.
- 10.10 Termination:
- 10.10.1 Subject to the provisions of the section entitled "Force Majeure", if either party fails to fulfill, in a timely and satisfactory manner, their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for twenty one (21) days after written notice of said failure or violation is received by the offending party, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.
- 10.10.2 In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the Assessor, be delivered to them. The Contractor shall be entitled to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination which is determined by the Assessors to be satisfactory.
- 10.10.3 Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.
- 10.11 **Force Majeure:** Neither party will be liable to the other or be deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in

rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes or shortages or fluctuation in electric power, heat, light or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

It is agreed, however, that, since the performance dates of this agreement are important, continued failure to perform for periods aggregating sixty (60) days or more, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible and the Assessor shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Agreement".

#### 10.12 Conflict of Interest:

10.12.1 The Contractor agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this agreement.

10.12.2 The Contractor shall not employ as a director, officer, employee, agent, Contractor or subcontractor, directly or indirectly, any elected or appointed official of the MUNICIPALITY or any member of the immediate family of such official for the duration of the project.

10.13 **Effectiveness of Agreement:** The effective date of this agreement shall be the date upon which the agreement is signed and executed by the Contractor and the MUNICIPALITY and is approved by the Commissioner of Revenue as to form and content in accordance with Massachusetts General Laws, Chapter 58, Section 1A and 830 Code of Massachusetts Regulations 58.1A.1(5).